

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

UNITED STATES DEPARTMENT
OF AGRICULTURE,

PLAINTIFF

v.

KURT A. DAVIS,

and

JENNIFER M. DAVIS,

DEFENDANTS

BREAD OF LIFE MINISTRIES, INC.

and

STATE OF MAINE, MAINE REVENUE
SERVICES,

PARTIES-IN-INTEREST

CIVIL ACTION NO.:

**COMPLAINT FOR FORECLOSURE
AND SALE**

(Title to Real Estate Involved)

**Mortgage Recorded in Kennebec
County Registry of Deeds in Book 9032,
Page 331**

**Street Address: 490 Morrill Road,
Winslow, ME 04901**

NOW COMES the United States Department of Agriculture (the “Plaintiff”), by and through its Counsel and complains against the Defendants as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction pursuant to 28 U.S.C. § 1345.
2. Venue is properly exercised pursuant to 28 U.S.C. § 1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff’s claims transpired in the State of Maine and the subject property is located in Maine.

PARTIES

3. Plaintiff is a Government Agency with an address of P.O. Box 66827, St. Louis, MO 63166.
4. Kurt A. Davis (“Defendant Kurt Davis”) is an individual with a last-known address of 490 Morrill Road, Town of Winslow, County of Kennebec, and State of Maine.
5. Jennifer M. Davis (“Defendant Jennifer Davis, and with Defendant Kurt Davis, the “Defendants”) is an individual with a last-known address of 490 Morrill Road, Town of Winslow, County of Kennebec, and State of Maine.
6. Bread of Life Ministries, Inc. (“BOLM”), is a Maine corporation with a business address of 157 Water Street, Town of Augusta, County of Kennebec, State of Maine.
7. State of Maine, Maine Revenue Services, is an agency of the State of Maine, with an address of 51 Commerce Drive, Town of Augusta, County of Kennebec, and State of Maine.

FACTS

8. On or about August 18, 2006, Defendants executed and delivered a promissory note (the “Note”) to Plaintiff in the original principal amount of \$129,500.00. A true copy of the Note is attached hereto as **Exhibit 1** and is incorporated herein.
9. On or about August 18, 2006, Defendants granted a mortgage (the “Mortgage”) to Plaintiff to secure their obligations under the Note. The Mortgage is recorded in the Kennebec County Registry of Deeds at Book 9032, Page 331. A true copy of the Mortgage is attached hereto as **Exhibit 2** and is incorporated herein.
10. The property secured by the Mortgage is known as 490 Morrill Road, Winslow, ME 04901 and is more particularly described in the Mortgage (the “Property”).

11. Party-in-Interest, BOLM, may claim an interest in the Property by virtue of that certain Subordinate Mortgage dated as of August 18, 2006, and recorded in the Kennebec County Registry of Deeds in Book 9032, Page 338 (the “BOLM Mortgage”). A true copy of the BOLM Mortgage is attached as **Exhibit 3** to this Complaint.
12. Party-in-Interest, State of Maine, Maine Revenue Services, may claim an interest in the Property by virtue of that certain State Tax Lien dated as of January 5, 2024, and recorded in the Kennebec County Registry of Deeds in Book 14964, Page 310 (the “State Tax Lien”). A true copy of the State Tax Lien is attached as **Exhibit 4** to this Complaint.

Foreclosure of Mortgage Pursuant to 14 M.R.S.A. §§ 6321-6326

13. Default exists under the terms of the Note in that the monthly payment due under the terms of the Note on April 7, 2016, and all further payments coming due under the terms of the Note on any later date, have not been paid.
14. As a result of the default under the terms of the Note, the condition of the Mortgage has been breached.
15. Plaintiff has complied with 14 M.R.S.A. § 6111 and the notice provisions in the Note and Mortgage. A true copy of the notices required by 14 M.R.S.A. § 6111, as sent by Plaintiff’s Counsel, together with proof of mailing of the same, collectively are attached as **Exhibit 5** and are incorporated herein.
16. As of December 15, 2024, the amount due and owing on the loan evidenced by the Note and secured by the Mortgage consisted of \$152,717.04 in principal, \$87,039.26 in accrued interest and \$ 95,871.17 in other fees, for a total of \$335,627.47.
17. Additional interest continues to accrue on the principal balance of the Note at the rate of \$26.1502 per day.

18. Under the terms of the Note and the Mortgage, repayment of all costs and expenses, including reasonable attorney's fees, incurred by Plaintiff in enforcing the Note, and in bringing this action, are payable to Plaintiff and are secured by the Mortgage.
19. Under the terms of 14 M.R.S.A. § 6101, if Plaintiff prevails in foreclosing upon the Mortgage in this proceeding, then it shall be entitled to have its reasonable attorney's fees incurred for the foreclosure to be included with the expense of publication, service, and recording in making up the sum to be tendered by the Defendants or any person claiming under the Defendants in order to be entitled to redeem the Property from the Mortgagee.
20. Plaintiff certifies that it is the owner and holder of the Note and owner of the Mortgage, and that Plaintiff is the party entitled to enforce the Note as the owner and holder of the same.

WHEREFORE, Plaintiff prays that this Court:

- A. Determine that there has been a breach of condition of the Mortgage;
- B. Determine the amount due on the obligations secured by the Mortgage, including, but not limited to, principal, interest, late charges, reasonable attorney's fees, and court costs;
- C. Determine the order of priority of such other parties as may appear, together with the amounts due such parties, if any;
- D. Issue a judgment of foreclosure and sale in conformity with Title 14, §6322;
- E. Grant possession of the Property to Plaintiff upon expiration of the period of redemption; and
- F. Grant the Plaintiff such other and further relief as this Court deems just and proper.

Dated this May 13, 2025

/s/ Kevin J. Crosman
Kevin J. Crosman, Bar No. 4279
Attorney for Plaintiff

JENSEN BAIRD
Ten Free Street
PO Box 4510
Portland, Maine 04112-4510
(207) 775-7271
kcrosman@jensenbaird.com